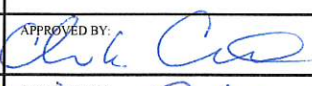
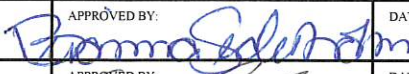
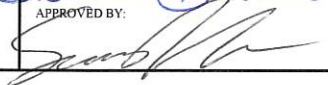


WEBER COUNTY SUMMARY CONTRACT SHEET

CONTRACT NO. _____

The Originating Department and Preliminary Approval Sections must be completed BEFORE submitting contract for the agenda.

ORIGINATING DEPARTMENT			
TYPE OF CONTRACT: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Change Order to Contract #			
CONTRACTOR/VENDOR: State of Utah Department of Wildlife Resources			
Address: 1594 West North Temple, Ste 3220 Salt Lake City, Utah 84116			
Phone: (801) 538-4719		Contact Person: Gary Cook	
W-9 Attached <input type="checkbox"/> N/A <input checked="" type="checkbox"/>		Email: gcook@utah.gov	
CONTRACT TITLE: DWR Hunter Education Instructor Training			
PURPOSE: Golden Spike Event Center to host the DWR Hunter Education Instructor training for the 2018 year.			
# OF ORIGINALS ENCLOSED: at least 2 or 1/entity:		ALL ATTACHMENTS INCLUDED: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
EFFECTIVE DATE: 04/28/2018		TERMINATION DATE: 04/28/2018	
ORG: 1553000	OBJECT:	PROJECT:	
AMOUNT BY YEAR: \$ 0.00		<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Expenditures	<input type="checkbox"/> One-Time <input checked="" type="checkbox"/> Ongoing
COMMISSION PRESENTER + PHONE #: Jennifer Graham 399-8225			
SPECIAL INSTRUCTIONS/COMMENTS:			
PRELIMINARY APPROVALS			
DEPARTMENT HEAD	APPROVED BY:	DATE APPROVED:	RECOMMENDED <input type="checkbox"/> YES <input type="checkbox"/> NO
COUNTY ATTORNEY	APPROVED BY: 	DATE APPROVED: 3/22/18	REVISIONS NECESSARY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PURCHASING:	APPROVED BY: 	DATE APPROVED: 3-22-18	COMPLIES W/ PURCHASING POLICIES <input type="checkbox"/> YES <input type="checkbox"/> NO N/A
COMPTROLLER:	APPROVED BY: 	DATE APPROVED: 3/22/18	BUDGET AVAILABLE: <input type="checkbox"/> YES <input type="checkbox"/> NO N/A
COMMENTS:			
COUNTY COMMISSION APPROVAL			
COMMISSION APPROVAL:			DATE APPROVED:
VOTING RECORD: Ebert Gibson Harvey			
COMMENTS:			
RETURN AN ORIGINAL CONTRACT TO THE CLERK/AUDITOR'S OFFICE AFTER ALL SIGNATURES HAVE BEEN OBTAINED			



GOLDEN SPIKE EVENT CENTER

LICENSE AGREEMENT

Contracted By: State of Utah- Department of Natural Resources
Event: DWR Training
Contact Person: Gary Cook
Address: 1594 W North Temple, Ste 2110
Salt Lake City, UT 84116
Phone: (801) 538-4719

Event Dates: Saturday, April 28, 2018

1. THIS AGREEMENT, made on February 27, 2018, by and between WEBER COUNTY, hereinafter called the COUNTY and AARP UTAH, herein after called LICENSEE.
2. The LICENSEE shall pay \$0.00 to the COUNTY for the following space and / or service:
 - A. Cross County Course- Value-\$50.00/hour
 - B. Conference Room- Value- \$75.00/day*Items are optional and are not included in contract price.
3. Additional services or equipment can be purchased and current established rates.
 - A. Catering Services at established rates.
4. The LICENSEE will provide the following:
 - A. Event Safety and Security.
 - B. Insurance as required by this contract.
 - C. Replacement cost for any GSEC damaged or unreturned equipment used by LICENSEE.
5. No deposit is required to execute this contract and hold the specific dates. Any remaining balance due will be paid within ten days following final invoice.
6. LICENSEE agrees to end this event by 12:00 Midnight the last day of the schedule event, and further agrees to vacate the facility not later than 1:00 a.m. of the next morning. If LICENSEE vacates at a later time, LICENSEE shall pay for an additional day of rent.
7. LICENSEE shall clean up decorations, cartons and large pieces of debris from the above named space before vacating premises. If LICENSEE fails to do so, the COUNTY shall perform such clean up and LICENSEE shall pay the COUNTY for personnel and related expenses associated with said clean up.
8. The COUNTY reserves the right to provide and serve any and all food, beverage, alcohol or items related to catering. The LICENSEE understands and agrees that absolutely no outside food or beverage will be allowed at this event including outside caterers or commercially delivered food with the exception of COUNTY authorized donated foods or those foods required by LICENSEES employees, volunteers, vendors, contractors or participants due to special dietary needs. The LICENSEE understands that no one shall provide food or beverage for anyone other than themselves. The COUNTY acknowledges the LICENSEES limited ability to monitor and control individual participants and individual attendees bringing food onto the premises. However LICENSEE acknowledges that groups or gatherings of multiple persons are to purchase food and beverage through COUNTY provided services. In the event that the LICENSEE allows groups or gatherings to bring outside food onto the facility, the COUNTY will notify the LICENSEE with notices to cease immediately such activity and remove it from the property. If such activity continues, the LICENSEE agrees that the COUNTY will apply a per incident liquidated damage fee to the final event invoice. LICENSEE is allowed to sample to public, however, sample sizes may not exceed three (3) ounces. LICENSEE is responsible for the appropriate permits related to public sampling.
9. The COUNTY reserves the right to take temporary possession and control or evacuate the Premises at any time inclusive of LICENSEE's activity in the Premises where it is deemed necessary for the safety of the general public or any person.
10. In the event that the LICENSEE chooses to; sell tickets to the contracted event, sell non-food concessions on the premises, or sell items at contracted event, LICENSEE shall comply with all required permits, licenses and sales tax requirements for the city, county, and the state.

11. LICENSEE hereby assumes all liability for any claim, injury or damage that occurs in, on, or about the premises used by the LICENSEE or arising out of LICENSEE's performance of this agreement. LICENSEE hereby agrees to indemnify, defend and save harmless Weber County, its officers, agents and employees, from and against any and all claims resulting from all use of premises by the LICENSEE, the LICENSEE's invitees, licensees agents, subcontractors and employees. Furthermore, the LICENSEE shall maintain Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and name Weber County Corporation as an additional insured. LICENSEE shall provide the COUNTY with a certificate of insurance, verifying coverage at least one week prior to the event.
12. The COUNTY will not be liable for damages due to delay or failure to perform any obligation under this agreement if such delay or failure results directly or indirectly from circumstances beyond the control of such party. Such circumstances shall include, but not be limited to, strikes, disturbances, riots, fire, water damage, flood, severe weather, governmental action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.
13. WORKER'S COMPENSATION (Please initial the item that applies to your event.):
- HLK A. LICENSEES WITH EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE agrees to secure worker's compensation insurance for any employee or contractor working to produce this event (Utah Law, 35-I-46).
- ___ B. LICENSEES WITHOUT EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE certifies that LICENSEE is a sole proprietor or business entity without any employees or sub-contractors, and is therefore not subject to workers compensation insurance requirements. LICENSEE agrees to defend, indemnify and hold harmless the COUNTY from and against any and all workers' compensation claims.
14. LICENSEE agrees not to sublease, transfer or assign this agreement or any part thereof without prior written consent of the COUNTY. This agreement may be amended only by an instrument in writing which is signed by the parties to this agreement. This agreement shall be governed and construed by the laws of the State of Utah.
15. LICENSEE agrees to use GOLDEN SPIKE EVENT CENTER in addition to Weber County Fair Grounds in all advertising.
16. LICENSEE acknowledges that LICENSEE has received a copy of the rules and regulations governing use of the GOLDEN SPIKE EVENT CENTER and agrees that all employees, staff, volunteers, or any individual involved with the promotion or production of LICENSEE's event will be made aware of the rules and regulations and agrees in their behalf to abide by such rules and regulations.
17. SEVERABILITY: It is understood and agreed by the parties that if any part, term or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions of the provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
18. This agreement constitutes the entire agreement between the COUNTY and the LICENSEE and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

In witness of the agreement between them, the parties have executed this agreement at Ogden City, Weber County, Utah, on the day and year first written above.

GOLDEN SPIKE EVENT CENTER

LICENSEE

1 OE 3-15-18
DUNCAN OLSEN
General Manager, GSEC
Date

Mary J Cook 3-14-18
State of Utah- Dept. Natural Resources
Date

WEBER COUNTY, a body, corporate and politic.

ATTEST:
Ricky Hatch, CPA, Weber County Clerk/Auditor Date

WEBER COUNTY COMMISSION Date

OE Approved as to form, Civil Department, County Attorney's Office

KW KW ap ___ DO ap ___ JG ap

(Form Date 11/15)